

AGREEMENT BETWEEN
CITY OF BRIGANTINE, NEW JERSEY
AND



THE INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS
LOCAL #2657

January 1, 2003 – December 31, 2007

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Preamble

THIS AGREEMENT entered into this 16th day of June, 2004, by and between the **City of Brigantine**, in the County of Atlantic, a Municipal Corporation of the State of New Jersey, hereinafter called the "**City**", and the **International Association of Fighters, Local No. 2657**, duly appointed representative for all firefighters employed by the City of Brigantine Fire Department, hereinafter called the "**Association**."

ARTICLE I

Purpose

This agreement is entered into pursuant to the provisions of Chapter 303, P.L. 1968, as amended by Chapter 123, P.L. 1974 and Chapter 103, P.L. 1982 (N.J.S.A. 34:13A-5.1 et. Seq.) of the State of New Jersey, to promote and ensure harmonious relations, cooperation and understanding between the City and its employees requested by the Association; to prescribe the rights and duties of the City and its employees requested by the Association; to provide for the resolution of legitimate grievances, all in order that the public service shall be expedited and effectuated in the best interests of the people of the City of Brigantine and its employees and the City.

ARTICLE II

Recognition

A. The City recognizes the Association as the exclusive negotiating agent and representative for all *FIREFIGHTER/EMT'S* employed by the City of Brigantine Fire Department, excluding the chief, deputy chief, captain, lieutenant, and all other employees employed by the City.

B. The titles "Firefighter" or "Employee" shall be used interchangeably and shall be defined to include all bargaining unit members, the plural as well as the singular and to include males and females.

C. All employees shall serve an initial probationary period with the City of ninety (90) days. During this probationary period, employees will accrue benefits such as vacation leave, holidays and personal days, but shall not be entitled to take said time off until the end of the probationary period or any other time period enumerated in this Agreement.

ARTICLE III

Management Rights

A. The City of Brigantine hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The Executive management and administrative control of the City Government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the City.

2. To make rules of procedure and conduct, to use improved methods and equipment, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3. The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees.

4. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees, within the Department.

5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.

6. To lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.

7. The City reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Department.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules and regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authority under R.S. 40A. or any other national, state, county or local laws or regulations.

ARTICLE IV

Non-Discrimination

- A. The City and the Association agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, political affiliation, or physical or mental disability.
- B. The City and the Association agree that all employees covered under this agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall not be discrimination by the City or the Association against any employee because of the employee's membership or non-membership or activity or non-activity in the Association.

ARTICLE V

Strikes

A. The Association assures and pledges to the City that its goals and purposes are such as to condone no strikes by public employees, nor work stoppages, slow-downs, or any other such method which would interfere with service to the public or violate the Constitution and Laws of the State of New Jersey.

B. The Association will not initiate such activities nor advocate or encourage members of the unit to initiate the same.

C. The Association will not support anyone acting contrary to this provision.

ARTICLE VI

Grievance Procedure

- A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment.
- B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.
- C. A grievance is any dispute between the parties concerning the application or interpretation of this Agreement or any complaint by an employee as to any action or non-action taken towards him which violates any right arising out of his employment. The City shall not discipline any employee without just cause.
- D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any Step is waived by mutual consent.

Step One: *The aggrieved or the Association shall institute action under the provisions hereof within twenty (20) calendar days after the event giving rise to the grievance has occurred or knowledge thereof by submitting a grievance in writing to the Fire Chief, or his designee. The written grievance at this step shall contain the relevant facts, the applicable section of the contract violated, if any, and the remedy*

requested by the grievant. The Fire Chief or his designated representative will answer the grievance in writing within ten (10) calendar days of receipt of the written grievance.

Step Two: *If the aggrieved or the Association wishes to appeal the decision of the Fire Chief, or his designee, such appeal shall be presented in writing to the City Manager within ten (10) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The City Manager shall respond, in writing, to the grievance within fifteen (15) calendar days of the submission.*

Step Three: *If the grievance is not settled through Steps One and Two, either party shall have the right to submit the dispute to arbitration pursuant to the Rules and Regulations of the Public Employment Relations Commission within thirty (30) calendar days after receipt of the decision of the City Manager pursuant to Step Two. The costs for the services of the arbitrator shall be borne equally by the City and the Association. Any other expenses, including, but not limited to, the presentation of witnesses, shall be paid by the parties incurring same.*

E.

1. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

2. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The decision of the arbitrator shall be final and binding.

F. Upon prior notice to and authorization of the City Manager, the designated Association Representatives shall all be permitted as members of the Grievance Committee to confer with employees and the City on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the City of Brigantine Fire Department or require the recall of off-duty employees.

G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

ARTICLE VII

Dues Deduction and Agency Shop

- A. The City agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association. Such deductions shall be made in compliance with *Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15.9e*, as amended.
- B. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Association and verified by the City Treasurer during the month following the filing of such card with the City.
- C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish the City written notice thirty (30) days prior to the effective date of such change and shall furnish to the City either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Association and signed by the president of the Association advising of such changed deduction.
- D. The Association will provide the necessary "*check-off authorization*" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Payroll Department.
- E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal to the Payroll Department. The filing of notice of withdrawal shall be effective to halt deductions in accordance with *N.J.S.A. 52:14-15.9e*, as amended.
- F. The City agrees to deduct the fair share from the earnings of those employees who elect not to become members of the Association and transmit the fee to the majority representative.

G. The deduction shall commence for each employee who elects not to become a member of the Association during the month following written notice from the Association, of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Employment Relations Commission.

H. The fair share fee for services rendered by the Association shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Association, less the cost of benefits financed through the dues and available only to members of the Association, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

I. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the Association to engage in lobbying activity designed to foster its employees' goals in collective negotiations and contract administration, and to secure for the employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiation with the City.

J. Prior to January 1st and July 31st of each year, the Association shall provide advance written notice to the New Jersey Public Employment Relations Commission, the City and to all employees within the unit, the information necessary to compute the fair share fee for services enumerated above.

K. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the City or require the City to take any action other than to hold the fee in escrow pending resolution of the appeal.

L. The Association shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon salary

deduction authorization cards or the fair share assessment information as furnished by the Association to the City, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deduction.

M. Membership in the Association is separate, apart and distinct from the assumption by one of the equal obligations to the extent that he has received equal benefits. The Association is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally, without regard to Association membership. The terms of this Agreement have been made for all employees in the bargaining unit, and not only for members in the Association, and this Agreement has been executed by the City after it has satisfied itself that the Association is a proper majority representative.

ARTICLE VIII

Hours of Work

A. All Employees covered by this Agreement shall work an average forty-two (42) hour work week consisting of one twenty-four (24) hour shift followed by seventy-two (72) hours off duty, with such shifts arranged on a four (4) week cycle. Employees assigned duties as an EMT Instructor or Fire Inspector may be scheduled at the discretion of the Fire Chief, his designee, or the City Manager, provided that they shall not work less than thirty six (36) hours or more than forty-two (42) hours per week and not more than four (4) days per week, based on an (4) four week cycle.

B. The working shift, with the possible exception of the EMT Instructor or Fire Inspector, shall be: One twenty-four (24) hour day starting at 8:00 A.M. and ending 8:00 A.M. the following day, followed by seventy-two (72) hours off-duty.

C. The 24/72 shift outlined in this section shall be subject to a one year trial period beginning on January 1, 2005. At the conclusion of one year, either party has the right to open discussions regarding any concerns over the 24/72 shift schedule. If these concerns cannot be resolved to the mutual satisfaction of either party, either has the right to request negotiations over returning the schedule to the 10/14 shifts which existed prior to the implementation of the 24/72 schedule. If the parties are unable to negotiate a resolution to their dispute, the City shall have the right to return the schedule to the 10/14 shifts if it

has in good faith and reasonably reached the conclusion that the 24/72 schedule is detrimental to the good order and functioning of the Department or if there is an increase in costs attributable to the 24/72 schedule. The issue of the City's good faith in making this determination will be subject to contractual grievance arbitration provisions of this Agreement.

D. The Association recognizes the City's right to unilaterally alter the starting and ending times of the shifts, the number of hours per shift, the number of days worked in any established work schedule and off-duty time between shifts, so long as the unilateral revision is in accordance with law.

E. The City recognizes the Association's right to re-open negotiations on any and all economic related matters related to and/or affected by any alteration exercised in Section C and D above.

F. Effect of Change to 24/72 Schedule

1. Pursuant to this Article, the parties have agreed to institute on a year-long trial basis, a 24/72 schedule which makes a member's on duty shift 24 hours long. This schedule changes the previous average 12 hour work shift. As such, all leave time accrued as "days" under the former 12 hour work shift schedule must be reduced in half if taken or paid under the new schedule, in which a work day counts as 24 hours. In order to insure proper calculation of accrued vacations days, personal days and holidays, the parties agree that the time shall be treated as follows:

(a) *Vacation:* All vacation accrued but not used prior to the implementation of the 24/72 schedule shall be converted into hours for record keeping purposes, by multiplying the accrued vacation by 12 hours. Such vacation time may be used pursuant to Article XIV (Vacation) after the switch to the 24/72 schedule.

(b) *Holidays:* All holidays accrued but not used prior to the implementation of the 24/72 schedule shall be converted into hours for record keeping purposes, by multiplying the accrued holidays by 12 hours. Such holiday time may be used pursuant to the Article XIII (Holiday Leave) after the switch to the 24/72 schedule.

(c) *Personal Days:* All personal days accrued but not used prior to the implementation of the 24/72 schedule shall be converted into hours, by multiplying the accrued personal days by 12 hours. Such personal time may be used pursuant to Article XV (Personal Days) after the switch to the 24/72 schedule.

2. As long as the 24/72 schedule is in effect, all leave time accrued under this Agreement as "days" shall be valued at 24 hours for accrual purposes. Nothing in this Article shall be construed to allow the use of leave time on an hourly basis or in less than 1 day increments unless such use is otherwise permitted by this Agreement.

ARTICLE IX

Overtime

- A. All time worked in excess of the assigned duty shift shall be overtime.
- B. All time worked in excess of the assigned work week shall be overtime.
- C. If an individual employee is recalled to duty, he shall receive a minimum guarantee of three (3) hours compensation at the overtime rate. Any recall that is more than one half hour before the beginning of a tour of duty shall be compensated at a minimum of three hours at the overtime rate. Any recall (or call in) that is one half hour or less before the beginning of the tour of duty shall be compensated at the overtime rate for the actual time worked. The City shall have the right to retain the employee on duty for the minimum time period.
- D. All overtime shall be compensated at one and one-half (1 1/2) times the employee's hourly rate as defined in *Article X*.
- E. Employees terminating their employment with the City shall be entitled to be paid for all over time work accrued.
- F. Call back time shall be defined as any time in which an employee shall be ordered to participate in any activity concerning the Fire Department, or any other activity under the jurisdiction of the Department of Public Safety when the employee is off-duty.
- G. Upon written request from any employee prior to December 1 of any calendar year, the City shall review the work schedule of that employee to

determine whether or not the employee's work schedule was revised to require the employee to work, as part of their normal work schedule, any number of days in one (1) calendar year in excess of the contractually required number of work days in any one (1) calendar year.

H. If any employee is required to work, as part of his normal work schedule, any number of days in excess of the contractually required number of work days, he shall be entitled to overtime compensation at the rate listed in *Section D* of this Article.

I. The City shall not revise an employee's work schedule solely for the purpose of avoiding overtime pursuant to *Sections G and H* of this Article.

J. The Firefighter/EMT, EMT/Instructor, CPR/Instructor shall be entitled to overtime pursuant to *Sections C, D, and E* of this Article.

K. Overtime due to manpower shortage is to be offered to the firefighters on duty first; second to fire officers on duty; third to firefighters off-duty; fourth to fire officers off duty. Firefighters are not permitted to work more than three (3) consecutive shifts.

ARTICLE X

Salaries

A. Effective the first pay of each year, the annual base salaries to be paid for the following employees of the City:

| <u>Firefighters</u> | <u>2003</u> | <u>2004</u> | <u>2005</u> | <u>2006</u> | <u>2007</u> |
|----------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| <u>First Year</u> | \$30,495 | \$31,715 | \$33,142 | \$34,633 | \$36,365 |
| <u>Second Year</u> | \$37,477 | \$38,976 | \$40,730 | \$42,563 | \$44,691 |
| <u>Third Year</u> | \$44,460 | \$46,238 | \$48,319 | \$50,493 | \$53,018 |
| <u>Fourth Year</u> | \$51,443 | \$53,501 | \$55,909 | \$58,425 | \$61,346 |
| <u>Fifth Year</u> | \$58,425 | \$60,762 | \$63,496 | \$66,353 | \$69,671 |

B. All employee's base salaries are listed above. An employee's annual salary equals an employee's base salary plus holiday pay, education incentives and then longevity. An employee's hourly rate is computed by dividing the employee's annual salary by 2,184. An employee's daily rate of pay shall be computed by multiplying the employee's hourly rate by 24.

ARTICLE XI

Fire Prevention

- A. Any member assigned to the Bureau of Fire Prevention on a part-time basis will receive an annual stipend of \$2,200.00 to be paid the first pay period in December.
- B. Any member assigned to the Bureau of Fire Prevention on a full time basis, and/or holding the title of Fire Official, will be paid one rank higher than their current rank.
- C. The Fire Official and any inspector assigned to the Fire Prevention Bureau on a full-time basis shall work a 36 hour work week, Monday through Thursday, and/or, Tuesday through Friday, from 8:00 A.M. to 5:00 P.M. The actual schedule shall be set by the Chief. Employees assigned will have all necessary licenses to perform inspections.
- D. There will be a maximum of four (4) part-time inspectors assigned to the Bureau of Fire Prevention.
- E. Assignments to the Fire Prevention Bureau will be at the Chief's discretion, with first consideration given to members who have signed a posted sign-up sheet. If no member signs up, the Chief may assign a Firefighter with the necessary licenses. Members assigned as full-time inspectors will not be required to report for duty on days when City Hall is closed. There will be no charge to employee's accrued vacation time for such days off.

F. Vacation time for members assigned full time to the Fire Prevention Bureau shall be deducted from the vacation accrual on an hour-by-hour basis from the members vacation accrual multiplied by 24 hours. For example, after five years of service, a member accrues 216 hour annually (6 days multiplied by 24 hours).

G. If at any time the City chooses to relocate inspections, the number of inspectors can be increased or decreased at the discretion of the City Manager or his designee.

ARTICLE XII

Longevity

A. The City shall pay longevity to those employees hired prior to 1995 in accordance with the following schedule:

| <u>Years of Service</u> | <u>Longevity Pay</u> |
|-----------------------------------|-----------------------------|
| Five(5) years of service | 2% |
| Ten (10) years of service | 4% |
| Fifteen (15) years of service | 6% |
| Twenty (20) years of service | 8% |
| Twenty-four (24) years of service | 10% |

B. The City shall pay longevity to those employees hired after January 1, 1995 in accordance with the following schedule:

| | |
|---|-----|
| At the beginning of their 11 th year and through their 15 th year | 3% |
| At the beginning of their 16 th year and through their 20 th year | 6% |
| At the beginning of their 21 st year and through their 24 th year | 9% |
| At the beginning of their 25 th year and through their final year | 10% |

C. Longevity shall be computed from the employee's date of appointment and calculated and become effective on the employee's anniversary date.

ARTICLE XIII

Holidays

A. Prior to January 1, 2005.

1. Between January 1, and December 31 of each contract year, employees shall be entitled to take twelve (12) days off for holidays at their discretion based upon the procedure outlined below.

2. Only one (1) employee on a shift shall be entitled to use up to a maximum of four (4) holidays in a row after any one time. No other employee on that shift shall be entitled to utilize his holidays while another employee is utilizing his holidays, unless such permission is granted by the Fire Chief, or his designee, in his sole discretion. Reasonable notice and schedules shall be made with the Fire Chief, or his designee.

3. Employees terminating their employment with the City or having their employment with the City terminated by the City shall be entitled to be paid for all holiday time accrued but not used on a pro-rated basis.

4. An employee shall accrue holidays on a pro-rated monthly basis based upon twelve (12) holidays per year during his first year of employment if hired after January 1 of that year.

5. Employees with perfect attendance will be granted one additional holiday in the subsequent year.

B. on and After January 1, 2005.

1. In lieu of holiday time, six (6) holidays shall be recognized and compensated by the City by adding into an employee's annual salary the value of 144 hours (6 days times 24 hours) of holiday pay, the value of which shall be calculated by multiplying 144 hours times the employee's hourly rate, as calculated by Article X.

2. Employees with perfect attendance in any given calendar year will be granted 24 additional holiday hours in the subsequent year, to be added to annual salary in the manner described above.

3. All holiday time accrued but unused as of December 31, 2004 shall be paid out at termination of the member's employment. No holiday time shall accrue after this date.

ARTICLE XIV

Vacations

A. 1. During the first calendar year of employment, all employees shall accrue one half ($\frac{1}{2}$) vacation day per month for each full month of employment.

2. After the first calendar year of employment, all employees shall accrue vacation days as follows:

Years of Service

Working Days

After 1 year through 5 years

6 working days

After 5 years of service

9 working days

B. Employees who terminate their employment with the City, or whose employment is terminated by the City, shall only be entitled to pay for those vacation days actually earned but not used up to their termination date, on an annual pro-rated basis.

ARTICLE XV

Personal Days

- A. All bargaining unit personnel shall enjoy one (1) personal day per year no restriction, no reason necessary, which shall be non-cumulative,
- B. Employees using a personal day must notify the OIC on duty at least one hour before the start of the shift of their intention to use a personal day.
- C. The City shall not be under any obligation to allow more than one (1) personal day per shift, with requests being honored on a first come, first-served basis.
- D. For the purpose of payment for unused personal days upon resignation or retirement, employees shall accrue personal days at the rate of one (1) day for every twelve (12) months during the calendar year. Payment shall be made for unused, accrued personal days as of the date of resignation or retirement.

ARTICLE XVI

Sick Leave

A. Sick leave is hereby defined to mean absence from post of duty by an employee by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be used for short periods because of attendance of the employee upon a member of their immediate family who is seriously ill.

B. The term "immediate family" is hereby defined to include the following: spouse, child, grandparent, parent, brother, sister or spouse's parent, or any relative living in the employee's household.

C. An employee who is absent for reasons that entitle him to sick leave shall notify his supervisor promptly, but no later than one (1) hour before the employee's usual reporting time, except in emergency circumstances. Failure to give such notice may be cause for denial of the use of sick leave for that absence, and may constitute cause for disciplinary action. Absence for five (5) consecutive workdays without notice shall constitute a resignation on the employee's behalf, except in emergency circumstances.

D. Sick leave shall accrue for regular full-time firefighters at the rate of twelve (12) hours per month during the first calendar year of employment, and fifteen (15) working hours per month in every calendar year of employment thereafter, and shall accumulate from year to year.

E. A certificate of a reputable physician shall be required as proof of need of the employee's leave after five (5) consecutive days taken for any reason, or after ten (10) days taken for any reason within any one (1) year.

F. An employee's supervisor may, at any time, require proof of illness of an employee on sick leave, whenever such a requirement appears reasonable to the supervisor.

G. In cases of leaves of absence ordered by the "City Health Department" due to exposure to contagious disease, a certificate from the Department of Health shall be required before the employee may return to work and time lost will not apply to sick leave time or any loss of pay.

ARTICLE XVII

Family and Medical Leave

A. In addition to any other leave to which an employee may be eligible, the City will grant leave in accordance with the Family and Medical Leave Act of 1993.

ARTICLE XVIII

Terminal Leave

A. An employee, or his beneficiary, shall be reimbursed for accrued and unused sick leave at the time of retirement or death, equal to seventy-five percent (75%) of the accrued time up to but not to exceed nine months to be computed upon the employee's annual rate of pay at time of retirement or death.

B. In order for an employee or his/her beneficiary to be eligible for the benefits enumerated in Section A of this Article, the employee must have completed twenty (20) years of employment with the City of Brigantine or be eligible for full retirement under the appropriate State of New Jersey Retirement System. An employee may also become eligible for the terminal leave benefits enumerated in Section A of this Article if the employee is eligible for disability retirement under the guidelines of the State of New Jersey Pension System, or in case of death.

C. An employee terminating his employment for any reason other than full or disability retirement under the State of New Jersey Pension System, or death shall not be reimbursed for any unused accrued sick leave.

D. 1. At the employee's option, terminal leave shall be paid in one (1) lump sum or in equal bi-weekly installments while on terminal leave at the employee's annual rate of pay at the beginning of the terminal leave period. Employees shall not continue to accrue any additional benefits, including salary

increases, while on terminal leave. In order for the employee to be eligible to exercise this option, the employee must notify the City manager in writing prior to October 1 of the calendar year preceding the calendar year of retirement of the employee's intention to retire, as well as the option which the employee has selected.

2. If the employee fails to notify the City Manager in writing prior to October 1 of the calendar year preceding the calendar year of retirement of the employee's intention to retire, then it shall be the City's option to determine whether the terminal leave shall be paid in one (1) lump sum or in equal bi-weekly installments while the employee is on terminal leave, at the employee's annual salary rate of pay, at the beginning of the terminal leave period. The employee shall not continue to accrue any additional benefits, including salary increases, while on terminal leave.

ARTICLE XIX

Discharge And Suspension

A. Disciplinary warnings or charges will be issued in writing to the employee and a copy given to the Association and the City Personnel Officer. All Written warnings or charges, including suspensions and discharges, shall contain the reason or reasons for the City's actions. No grievance disputing the warning will be considered unless it is submitted in writing within twenty (20) calendar days of its issuance.

B. No permanent employee shall be discharged, suspended or otherwise disciplined without just cause. The City will provide the Association with the written decision at the time disciplinary action is taken.

C. A grievance by an employee claiming that he has been unjustly discharged or suspended must be submitted to the City in writing within twenty (20) calendar days of the disciplinary action; otherwise, the same will be considered to have been made for just cause.

D. The Association may grieve and obtain binding arbitration under the provisions of this Agreement as to whether an employee has been discharged, suspended or otherwise disciplined for just cause in accordance with law.

ARTICLE XX

Injury Leave

A. In the event an employee becomes disabled by reason of a service-connected injury or illness and is unable to perform his duties, then in addition to any sick leave benefits otherwise provided for herein, he may be entitled to full pay and all existing health benefits for a period of up to one (1) year. In the event any employee is granted said injury leave, the City's sole obligation shall be to pay the employee the difference between his regular pay and any compensation disability or other payments received from other sources provided by the City. At the City's option, the employee shall either surrender and deliver any compensation, disability or other payments to the City and receive his entire salary payment, or the City shall pay the difference.

B. Any employee who is injured, whether slight or severe, while working, must make an immediate report (within two (2) hours) upon knowledge of the injury to the Fire Chief or the Officer in charge.

C. It is understood that the employee must file an injury report with the Fire Chief or Officer in charge so that the City may file the appropriate Worker's Compensation Claim. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.

D. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work, and the City may reasonably require the employee to present such certificate from time to time.

E. If the City does not accept the certificate of the physician designated by the insurance carrier, the City shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the City.

F. In the event the City appointed physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated, unless the employee disputes the determination of the City appointed physician. Then the City and the employee shall mutually agree upon a third physician, who shall then examine the employee. The cost of the third physician shall be borne equally by the City and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

G. The City, at its option, and upon certification by the City appointed physician, may extend the injury leave with pay for no more than one (1) additional year. The City appointed physician must certify that the employee is incapable of performing his duties for the additional time period.

H. If the City can prove an employee has abused his privileges under this Article, the employee will be subject to disciplinary action by the City. If the employee is found to be in violation of this Article, he shall be subject to disciplinary action by the City to the extent which is provided with this agreement and any Ordinance in effect governing the City of Brigantine Fire Department.

ARTICLE XXI

Funeral Leave

A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay from the day of death up to and including the day of the funeral, but in no event to exceed two (2) working days.

B. The term "immediate family" shall include spouse, child, grandparent, parent, brother, sister or spouse's parent, or any other relative living in the employee's household.

C. Funeral leave may be extended beyond the two (2) working day period either without pay or chargeable against the employee's sick leave, at the sole discretion of the Fire Chief, his designee, or the City Manager.

ARTICLE XXII

General Leave

A. Jury Duty

Employees required to serve on jury duty will be granted leave without loss of pay.

B. State Meetings

Designated representatives shall be permitted leave of duty, without loss of pay, to attend State or National Conventions in accordance with State Statute 40A:14-177.

1. Any representative so designated under Section B of this Article shall not switch tours in order to receive pay for the purpose of attending said meetings under Section B of this Article, and no employee switching tours under this Section B of this Article shall be entitled to receive overtime compensation caused by the switching of tours.

C. IAFF Union Meetings

1. Union Officers or their designated representatives shall be granted leave with pay for up to ten (10) days per year in the aggregate to attend conferences, seminars or other functions sponsored by the IAFF or similar organization provided the affected delegate gives at least 2 weeks notice to the Chief through the chain of command and subject to the approval of the City Manager.

2. No leave shall be granted for such purpose if it would result in a manpower shortage or create an overtime situation.

D. Seminars

Leave from duty may be granted to an employee to attend pre-approved, job related seminars, at the discretion of the Fire Chief, his designee, or the City Manager.

ARTICLE XXIII

Clothing Allowance

- A. Any employee's clothing that has been damaged in the line of duty will be replaced, comparably by the City at no cost to the firefighter.
- B. There will be a summer and winter inspection and replacement of clothing when deemed necessary by the Fire Chief, his designee, or the City Manager.
- C. There will be a "shoe allotment/clothing maintenance allowance" in the amount of eight hundred dollars (\$800.00) for each employee covered by this Agreement.
- D. This clothing allowance as enumerated in Section C above shall be paid by the City to the covered employees no later than the first pay period in June.
- E. The clothing allowance shall be pro-rated on a monthly basis for the first calendar year of employment for all employees hired after January 1 of that year.
- F. All personal items which are damaged or destroyed in the line of duty and which are not covered by insurance shall be replaced by the City after inspection and certification by the Fire Chief or his designee. The City's liability shall not exceed two hundred dollars (\$200.00) per incident.

ARTICLE XXIV

Emergency Medical Technicians

A. The Firefighter-EMT / EMT Instructor / CPR Instructor shall receive an annual stipend of \$2,200.00 to be paid the first pay period in December. In order to be eligible for this payment, members must be certified as both CPR Instructor and EMT Instructor.

B. Pursuant to the Administrative Order dated December 20, 1985, and all subsequent Administrative Orders modifying the initial Administrative Order, including the subsequent Administrative Order eliminating any deadline date, all employees are required to obtain Emergency Medical Technician-Ambulance certification. If an employee is required by the State to obtain re-certification training other than the training provided by the City, or if the City decides to no longer provide in-house re-certification training, and the employee incurs expenses in obtaining his re-certification, the following procedure shall apply:

1. The first time an employee goes to Emergency Medical Technician School, the City shall compensate the employee as follows:

- a. Reimburse for cost of tuition and books.
- b. Provide the use of a City vehicle for transportation to and from school.
- c. Pay the employee one and one-half (1-1/2) times the employee's regular base rate of pay for off-duty time spent in class.
- d. Grant an employee release time from work for the purpose of attending class.

2. If an employee fails to pass the course, the second time the employee attends Emergency Medical Technician School, the City shall provide the following:

- a. Reimbursement for cost of tuition and books.

b. Provide the use of a City vehicle for transportation to and from school.

c. Grant an employee release time from work for the purpose of attending class.

3. If the employee fails to pass the required course the second time, every subsequent time the employee attends Emergency Medical Technician School, the City shall provide the following:

a. Provide the use of a City vehicle for transportation to and from school.

b. Grant an employee release time from work for the purpose of attending class.

c. Paragraphs B1-B3 above apply to both the initial certification and re-certification.

d. The City may rescind the above referenced Administrative Order at any time.

e. If an employee fails all testing available to him following his immediate schooling period, he must immediately re-enroll for the next available school. Any exceptions to this Section shall be at the sole discretion of the City Manager.

ARTICLE XXV

Health Insurance

A. The City agrees to provide full family hospitalization, dental, optical and prescription coverage pursuant to the present Employee Health Care Plan as described in the City of Brigantine IDA Health Care Plan booklet, with changes as described in Addendum A, which will go into effect as of January 1, 1996.

B. The City reserves the right to change insurance carriers or continue it's self-insurance plan, so long as the same or better benefits are provide.

C. If an employee is killed in the line of duty, the City agrees to pay the established premium for hospitalization/medical insurance for the surviving spouse until the surviving spouse remarries or dies or becomes eligible for Medicare or becomes eligible for coverage through employment. And, if the employee is killed in the line of duty, said coverage shall be paid for dependent children until the child reaches the age of twenty-three or ceases to be dependent of the surviving spouse, whichever occurs first.

D. All City of Brigantine Police and Fire Retirees are entitled to a Five Hundred Dollar (\$500.00) a year Dental Benefit. All benefits paid at 100% to a maximum of \$500.00 per calendar year for retiree and \$500.00 for spouse.

ARTICLE XXVI

Pensions

A. All employees shall be eligible for membership in the State of New Jersey Police and Firemen's Retirement System in accordance with the Rules and Regulations of that retirement system.

ARTICLE XXVII

Promotions

A. All promotions shall be made in accordance with New Jersey State Statutes.

B. **POLICY**

The City of Brigantine Fire Department will follow the procedure set forth below:

C. **PROCEDURES**

1. The City shall provide the employee with the criteria, the weight accorded with each criterion and the testing procedures upon which the City will evaluate an applicant for promotion.

2. The City Manager or his designee shall have the authority to break all ties among the applicants with the same numerical score at the end of the testing procedure.

3. Each applicant will be informed of his or her test results and be provided with a list of the applicants and their test ranking within fifteen (15) days after completion of the tests.

4. The applicant shall be informed of the order in which the tests will be conducted at least one (1) day prior to the tests.

5. Within fifteen (15) days of receipt of the results and upon the written request of a candidate, the candidate shall meet with the Fire Chief or his

designee, and City Manager to review the ranking. If the candidate is not satisfied or in agreement with the decision, the candidate shall have the right to file a grievance pursuant to the grievance procedures.

D. WRITTEN EXAMINATION

The written examination shall be aimed at the level of supervision being sought. The written examination should be given to all eligible candidates at the same time and place, if possible, so that the examining conditions are equal and the contents of the examinations are not revealed intermittently.

E. ORAL INTERVIEW

The oral interview shall be aimed at the level of supervision being sought.

F. OTHER PROMOTIONAL CRITERIA

Any other promotional criteria shall be aimed at the level of supervision being sought.

G. The candidate has the right to have an observer present during the oral interview if he so chooses. The observer can not be a candidate. The observer can not be directly involved in the interview process or make any recommendations, comments or statements.

ARTICLE XXVIII

Exchange of Tours

A. An employee, upon prior notice to and authorization of the Fire Chief or his designee, may exchange tours of duty or days off with another employee of equal rank.

B. Such requests or exchange of tours of duty or days off must be submitted in writing, signed by both employees, at least four (4) calendar days in advance, to the Fire Chief or his designated representative, except in case of emergency wherein the notice period may be reduced.

C. No employee shall be entitled to exchange more than a maximum of sixteen (16) days in any calendar year. When an employee exchanges up to one-half (1/2) of his day, he shall be credited with using one-half (1/2) of an exchange day. If an employee exchanges more than one-half (1/2) of a day, he shall be credited with having exchanged one (1) complete day. If an employee exchanges less than two (2) hours of a tour, he will not be charged with an exchange of tours.

D. Under no circumstances shall any employee be permitted to exchange tours of duty or days off if such exchange would entitle either employee to receive overtime or any other additional pay or benefit.

E. No such substitution of employees scheduled to work shall be permitted if it is not in the best interests of the Department, which could be caused by,

among other things, but not limited to, an emergency situation existing in the City or the inability of the employee to perform his duties properly because of working too many tours of duty or days due to excessive changes or other circumstances.

ARTICLE XXIX

Standby / Recall Procedures

A. The present standby/recall procedure as currently practiced shall be continued as follows:

1. The City agrees to provide all bargaining unit employees with beepers. Each employee shall provide reasonable care for his beeper.

2. a. When the beepers are activated from Fire headquarters, if an employee chooses to respond, he shall do so either by telephone call or in person.

b. If an employee chooses to respond to a pre-determined call point by telephone, he shall be informed over the telephone whether or not he is needed to respond.

c. If an employee chooses to respond by presenting himself at Fire Headquarters, he shall be informed upon reaching Fire headquarters whether or not he is needed.

d. If the employee is informed that he is not needed, he shall not be paid for responding, whether he has responded by telephone or in person.

e. If the employee is informed he is needed, he shall be considered recalled pursuant to Article IX, Section C of this Agreement.

3. a. It is understood by the parties that it is in the discretion of the employee whether or not to respond when the beepers are activated. The City is not and shall not place any restrictions or requirements on the employee with respect to utilization of the beepers or recall.

b. The Association recognizes the City's non-negotiable managerial prerogative to utilize a volunteer "force" for the purpose of standby/recall.

c. If the City implements Section B above, the Association shall be given ninety (90) days notice prior to said implementation. It is understood and agreed that the standby/recall procedure delineated in Section A above shall continue in full force and effect for the full ninety (90) day period.

ARTICLE XXX

Continuation Of Benefits Not Covered By This Agreement

A. All conditions not covered by this Agreement shall continue to be governed, controlled and interpreted by reference to the City's Charter, Ordinances and rules and regulations of the City of Brigantine Fire Department.

B. Any and all present benefits which are enjoyed by employees covered by this Agreement that have not been included in the Agreement shall be continued.

ARTICLE XXXI

Personnel Files

A. The City shall establish personnel files or confidential records which shall be maintained by the Personnel Manager under the direction of the City Manager.

B. Upon prior notice to and authorization of the City Manager or the Fire Chief, or his designee, all employees shall have access to their individual personnel file. Any such request shall not be unreasonably denied.

C. The City shall not insert any adverse material into any file of the employee, unless the employee has had an opportunity to review, sign, receive a copy of and comment in writing upon the adverse material, unless the employee waives these rights.

D. The employee shall have the right to respond in writing to any complaint, negative report, or disciplinary warning entered into his individual personnel file, and said response shall also be placed in the employee's individual personnel file attached to the respective complaint, negative report, or disciplinary warning.

ARTICLE XXXII

Outside Employment

- A. Employees shall be entitled to engage in any lawful activity and obtain any lawful work while off duty.
- B. It is understood that the full-time employees will consider their position with the City as their primary job.
- C. No employee planning to or engaging in outside employment during the off-duty hours shall be permitted to wear the regulation City uniform.

ARTICLE XXXIII

Education Incentive Program

A. The City agrees to reimburse the cost of tuition and books for any employee who receives academic credits for study in an institution of college level which offers, and in which the employee is enrolled, a college curriculum leading to or creditable toward an undergraduate Associate or Baccalaureate Degree in Fire Science.

1. All books utilized by the employee which are paid for by the City shall be turned over to the City upon the completion of the course for the purpose of establishing a Fire Library.

2. Any employee who received a Bachelors Degree in Fire Science shall receive an additional twenty four hundred dollars (\$2,400.00) added to his base salary.

3. Any employee who receives or has received a Firefighter II Certification shall receive an additional three hundred dollars (\$300.00) added to his base salary.

4. The City agrees to reimburse the cost of tuition for any employee who receives a Firefighter II certification.

5. Exchange of tours of duty for education pursuits will not be counted against the maximum allotment.

ARTICLE XXXIV

FF/EMT Instructor Education

A. The City agrees to pay the cost for the education process for two (2) Firefighters/Emergency Medical Technician Instructors in 1990. The cost for the education process shall include the following.

1. Payment to the employee at one and one-half (1-1/2) times the employee's regular hourly rate of pay for off-duty time spent in class.

2. Release time from work for the purpose of attending required classes for certification.

3. Provide for the use of a City vehicle to and from classes.

B. The City will pay to educate two (2) additional members in 1991. The total number of EMT Instructors the City will pay to educate is four (4).

C. The City will not restrict the total number of EMT Instructors, but will only pay for the education of two (2) in 1990 and two (2) thereafter. Any member of the Department who receives certification as an EMT Instructor, or is authorized by the State of New Jersey to perform duties as an EMT Instructor, and who is assigned duties as an EMT Instructor shall be eligible for the associated compensation.

1. The Chief of the Department will determine who the candidates will be to attend school at the City's expense.

ARTICLE XXXV

Physical Examinations

A. A complete physical examination may be required every two (2) years at the expense of the City of Brigantine. The employee shall sign a release/waiver permitting the results of the examination to be forwarded to the City.

B. 1. If the employee does not accept the report and recommendations of the physician utilized by the City, the employee shall have the right, at his own expense, to obtain a physical examination by a physician of his own choosing.

2. If the physician selected by the employee does not agree with the physician utilized by the City, then the City and the employee shall mutually agree upon a third physician, who shall then examine the employee. The cost of the third physician shall be borne equally by the City and the employee. The determination of the third physician as to the employee's physical condition and his recommendations shall be final and binding upon the parties.

3. Failure of the employee to comply with the medical recommendations may be cause for dismissal.

ARTICLE XXXVI

Acting Out of Title

A. Assignments of employees to higher ranking positions because of a position vacancy due to extended leave for reasons such as disability, leave of absence, or termination shall be compensated at a higher rank's rate of pay when:

1. Such assignment in a particular position, except as provided in paragraph 2a of this Article occurs for more than thirty (30) consecutive calendar days. On the following day after the thirty (30) consecutive calendar days, the assigned employee returns to the position, the position is vacated, or the position becomes occupied in some other manner.

2. After a job vacancy exists for thirty (30) consecutive calendar days, the employee assigned to that position shall receive the next higher rank's rate of pay retroactive to the commencement of the assignment.

a. This provision is not applicable to temporary assignments caused by vacations, holidays, personal days or short-term illnesses of less than thirty (30) consecutive days.

b. Assignments of out-of-title work shall be made at the discretion of the Fire Chief, or his designee, with the approval of the City Manager and shall be determined by qualifications based on seniority and rank provided the employee has the skill and ability to perform the assignment based on his past record.

c. Employees offered assignments out of their rank may refuse them in writing, but such a refusal may be considered a refusal to perform out of

title duties for a period of two (2) years. All assignments shall be recorded by the Fire Chief, or his designee, and reported to the City Manager.

ARTICLE XXXVII

Savings Clause

Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the extent that in the event any clause or clauses shall be finally determined to be in violation of any law, then in such event, such clause, or clauses, only to the extent that any may be so in violation shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions of the remainder of any clause, sentence or paragraph in which offending language may appear.

ARTICLE XXXVIII

Fully-Bargained Provisions

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, unless specifically allowed by the terms of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXXIX

Bulletin Board

- A. The City shall provide one bulletin board for the posting of notices relating to matters of official business pertaining to the Association.
- B. The bulletin board may be utilized by the Association for the purpose of posting Union announcements and other relevant information.
- C. Any information that is posted on the bulletin board not authorized by the President of the Association will be taken down immediately and kept on file with the Association.

ADDENDUM A

Changes to Health Plan

A. NETWORK PLAN OPTION

1. Medical

- a. A \$10.00 payment for doctor office visits which are for diagnostic purposes. This payment will not be counted towards the deductible in the "Out of Network" plan.
- b. In hospital stays are covered at 100%.
- c. All deductibles are waived.
- d. 80/20 co-insurance requirement is waived.

2. Dental

- a. Preventive services are covered at 100%.
- b. Basic Dental services are covered at 100%.
- c. Major Dental services are covered at 70%.
- d. Orthodontic services are covered at 100% until age 19, with a lifetime maximum of \$3,500.
- e. Each member shall contribute \$10 per month toward Dental Health Plan Coverage. Such payments shall be made by automatic payroll deductions.

3. Vision

Same as present plan.

4. Well Care

- a. 1 office visit every other month for babies during the first 18 months.
- b. Routine immunization covered during the first 18 months with the \$10.00 office visit payment.

5. Prescription Plan

- a. Generic prescription drugs at no cost.

- b. Brand name prescription drugs at co-pay of \$5.00.

B. "OUT" OF NETWORK PLAN OPTION

1. Medical

- a. \$200.00 deductible per person per calendar year.
- b. \$400.00 deductible per family per calendar year.

2. Co-Insurance

80% of the first \$2,500.00 of eligible major medical expenses per person, per calendar year, thereafter 100% of eligible major medical expenses will be paid.

3. Dental

- a. Preventive services are covered at 100%.
- b. Basic Dental services are covered at 100%.
- c. Major Dental services are covered at 70%.
- d. Orthodontic services are covered at 100% to age 19, with a lifetime maximum of \$3,500.

3. Vision

Same as present plan.

4. Prescription Plan

- a. Generic prescription drugs at no cost.
- b. Brand name prescription drugs at co-pay of \$5.00.

C. All other benefits and limits of coverage as described in current plan will remain in effect under both plans.

D. Both plans require pre-certification of all non-emergency hospital stays.

ARTICLE XXXX

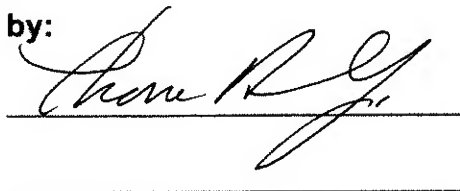
Duration

A. This Agreement shall be in full force and effect as of January 1, 2003, and shall remain in effect to and including December 31, 2007, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) days nor no later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the City of Brigantine, New Jersey, as of this 16th day of June, 2004.

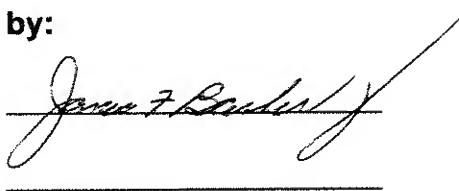
INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS
LOCAL NO. 2657

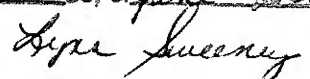
by:



CITY OF BRIGANTINE,
ATLANTIC COUNTY, NEW JERSEY

by:



Sworn and Subscribed to before Me this
16 Day of June, 2004


LYNN SWEENEY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 11, 2009